



CONTRACT TO PARTICIPATE IN THE 2023 HARTWELL MOTORCYCLE CLUB CHAMPIONSHIPS - ROUND 2

IMPORTANT - THIS IS A CONTRACT. YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICIPATE.

Waiver Agreement

Recitals

- A. The Provider organises, and permits participants to participate in, the Recreational Activity in consideration for the Participant:
- If a rider, paying the Application Fee; and
 - If a volunteer official volunteering to officiate at the Recreational Activity;
 - If a member of the media, accepting the Provider's terms of media accreditation; and
- otherwise agreeing to be bound by the Provider's rules and directives governing the conduct of the Recreational Activity.
- B. This document is the contract between the Provider and the Participant with respect to the Participant's participation in the Recreational Activity.
- C. The purposes of this contract include to:
- exclude the liability of the Provider to the extent permissible by law to pay damages or any other form of compensation whether arising in tort contract or statute or at law or in equity for any personal injury or death of the Participant as a result of the participant's participation in the Recreational Activity; and
 - provide a warning of the risks of engaging in the Recreational Activity (as defined below).
- D. Participating in the Recreational Activity is dangerous. The risks include but are not limited to death, serious injury or illness due to:
- falling from your bike;
 - difficult terrain and obstacles;
 - hazardous and changeable track conditions;
 - rider error and/or lack of skill or care and/or dangerous or reckless behaviour on your part or the part of other participants;
 - undisclosed medical conditions;
 - decisions made or not made by organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings;
 - heat, cold, wet or other adverse weather conditions;
 - contact with vehicles, other participants or members of the public who may or may not be acting safely;
 - lack of access to medical, evacuation or search services; or
 - design of the track.

Operative parts

- In consideration for me (the Participant) paying or providing the consideration under clause A above to participate in the Recreational Activity, the Provider will permit me to participate in the Recreational Activity.
- I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death. I warrant that I am aware that the Recreational Activity involves the risk of serious injury, physical harm or death.
- I also acknowledge that in signing this contract I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this contract and that I have done so voluntarily in the knowledge that it is open to me not to sign the contract and for the Provider to refuse to permit me to participate in the Recreational Activity. I also warrant that I have been given sufficient opportunity to read this contract before signing it and that I have read it.
- I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by, or in connection with, or arising out of, my participation in the Recreational Activity.

Definitions

Application Fee means the fee payable by the Participant (as a rider) to participate in the Recreational Activity.

Participant means the person signing this form and whose name appears next to Participant below.

Provider means those persons and entities listed in Annexure 1.

Recreational Activity means the event specified in Annexure 2.

Participant acknowledgements, consents and authorisations

- I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.
- I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my participation in the Recreational Activity save for any benefits provided by MA's Personal Accident Policy.
- I authorise and consent to the Provider arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my participation in the Recreational Activity.
- I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.
- I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.
- I acknowledge that I have agreed to, and am bound by, the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.

- I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.

Additional Clauses for Victorian Events

SCHEDULE 2

WARNING: If you participate in these activities your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

SCHEDULE 3

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

Participant: _____ **Signature:** _____

Date: _____

Passenger: _____ **Passenger Signature:** _____

Date: _____

Parent / guardian declaration

In my capacity as the parent/guardian of the Participant I make the above agreements, acknowledgements, releases, warranties, consents and authorisations on behalf of the Participant (as defined below) as if I was the Participant and further warrant that I have told the Participant that the Recreational Activity involves the risk of serious injury, physical harm or death.

Participant: _____ **Parent / Guardian Signature:** _____

Date: _____ **Parent / Guardian Name:** _____

ANNEXURE 1:

- | | |
|---|--|
| 1. Fédération Internationale de Motocyclisme; | 7. All other persons involved in the organisation, conduct and promotion of the Recreational Activity or construction or location of the facilities used in connection with or otherwise related to the Recreational Activity; and |
| 2. Motorcycling Australia Ltd (MA); | 8. Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above. |
| 3. Motorcycling Victoria | |
| 4. Hartwell Motorcycle Club Ltd. | |
| 5. Event Medical Team Pty. Ltd | |
| 6. State Motorcycle Sport Complex - Broadford, Victoria | |

ANNEXURE 2:

2023 HARTWELL MOTORCYCLE CLUB CHAMPIONSHIPS - ROUND 2
State Motorcycle Sport Complex - Broadford, Victoria
March 18 & 19, 2023

PAID \$	CASH/CHQ/CR	BANK	BRANCH	DATE	/	/
---------	-------------	------	--------	------	---	---

OFFICE USE ONLY

2023 Hartwell MCC Championships
Official Entry Form
Round 2 -- Bradford State Motorcycle Sports Complex -- March 18-19

Rider (Please Print): _____ Age: _____ DOB: ____/____/____

Address: _____ P/Code: _____ Ph: _____ (Mobile)

Email: _____ Ph: _____ (AH)

2023 MA Licence No.: _____ Expires: ____/____/____ Do you require a one event licence? (\$90)

Club Grading - Novice Non Expert Expert

Entrant (Sponsor): _____ Entrant Lic No. _____

Emergency Contact: _____ Mobile: _____ Ph: _____
 Address: _____ Relationship: _____

Sidecar Passenger: _____ Age: _____ DOB: ____/____/____

Address: _____ Postcode: _____ Ph: _____ (Mobile)

2023 MA Licence No.: _____ Expires: ____/____/____ Do you require a one event licence? (\$90)

PLEASE READ: Fill in your machine. If your machine is eligible to cross enter into multiple classes, enter your class preference in order of '1', '2'. Cross entries will be allocated in order of preference, cross entries will not always be possible in the event of a full grid. The Greg Bailey feature race is open to Expert & selected Non-Expert riders, mark the box with an 'X' to select.

See last row below for example.

CLASSES													
600	Over 600	Junior 70 / 80 / 150	Pre-Modern / P7	Historic P3 / P4 / P5 / P6	125GP & Moto3 & 250GP	Buckets	300 S/Sport / 250 Prod.	Thunderbikes	Supermoto	SuperMono	Formula 400	Sidecars	Greg Bailey
45		TRIUMPH	DAYTONA	2009	675	1						2	X

ENTRY FEES

Entry fee (must be received by C.O.B. Thursday, March 9, 2023)	\$300 (Sat/Sun)	\$
<small>(Registered Club workers subtract \$20 from the entry fee). Entry fee includes timing transmitter hire and all MA levies & charges.</small>		
Fee per EXTRA machine (transmitter hire) - First bike included in Entry Fee	\$20 each	\$
<small>If you provide your own (red not orange) Tranx260 AMB timing transmitter subtract \$15 from the entry fee. Tx No: _____</small>		
Late fee: (add \$50 for entries received after closing date)		\$
One Event Licence @ \$90	\$90 -	\$
Garage Only one garage per entry form.	\$30 -	\$
TOTAL:		\$

Make all Cheques/Money orders payable to Hartwell MCC and send to: HMCC, PO Box 2023, Bayswater, Vic 3153

Entries can be posted or emailed; Email: info@hartwellmcc.org

Pay by Credit Card Visa Mastercard Charge credit card amount: \$ _____

Card # _____ - _____ - _____ - _____ Expiry: ____/____

Card Holder Name: _____ Card Holder Signature _____

Pay by Direct Deposit BSB: 633-000 Account: 117378729 (USE RIDER NAME AS REFERENCE)

Please turn over and complete other side